

RESOLUTION NO. 2011-83

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A FIFTH AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTERS' UNION LOCAL 3847
(Originally Approved by Resolution No. 2006-70, February 28, 2006; First Amendment
Approved by Resolution No. 2006-236, July 11, 2006; Second Amendment Approved by
Resolution No. 2007-257, September 11, 2007; Third Amendment Approved by
Resolution No. 2009-100, May 26, 2009; Fourth Amendment Approved by
Resolution No. 2010-129, June 22, 2010)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin and the Rocklin Firefighters' Union Local 3847 entered into a Memorandum of Understanding (the "MOU") regarding terms and conditions of employment on February 28, 2006 approved by City Council Resolution No. 2006-70, as amended by Resolution No. 2006-236 on July 11, 2006; Resolution No. 2007-257 on September 11, 2007; Resolution No. 2009-100 on May 26, 2009; and Resolution No. 2010-129 on June 22, 2010.

Section 2. A Fifth Amendment to the MOU in the form attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is hereby authorized to execute the Amendment on behalf of the City of Rocklin.

PASSED AND ADOPTED this 14th day of June, 2011, by the following vote:

AYES: Councilmembers: Hill, Ruslin, Storey, Yuill, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



George Magnuson, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

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EXHIBIT A

THE FIFTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE

ROCKLIN FIREFIGHTERS' UNION LOCAL 3847

(Originally Approved by Resolution No. 2006-70/February 28, 2006; First Amendment Approved by Resolution No. 2006-236/July 11, 2006; Second Amendment Approved by Resolution No. 2007-257/September 11, 2007; Third Amendment Approved by Resolution No. 2009-100/May 26, 2009; Fourth Amendment Approved by Resolution No. 2010-129/June 22, 2010)

This Fifth Amendment to the Memorandum of Understanding is entered into this 14th day of June, 2011, by and between the City of Rocklin (the "City") and the Rocklin Firefighters' Union Local 3847 (the "Union").

Recitals

1. City and Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2006-70, on February 28, 2006. The effective date of the MOU is February 1, 2006. The first amendment to this MOU was approved by the City Council by Resolution No. 2006-236, on July 11, 2006. The second amendment to this MOU was approved by the City Council by Resolution No. 2007-257, on September 11, 2007. The third amendment to this MOU was approved by the City Council by Resolution No. 2009-100, on May 26, 2009. The fourth amendment to this MOU was approved by the City Council by Resolution No. 2010-129, on June 22, 2010.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a Fifth Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended by this Amendment and all previous Amendments, the provisions of the MOU remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Section II- Article 12 - Salaries. Paragraph II. A. is amended to read as follows:

"A. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

Effective:	1/1/13	2.5%
	1/1/14	3.5%"

Section III- Article 20 – Health, Dental, Vision and Life and Accidental Death & Dismemberment Insurance. Paragraph III. is amended to read as follows:

"III. Premiums:

A. The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$20,000 life and accidental death and dismemberment insurance.

B. The City will contribute a maximum of \$1,093 per month towards the cost of health insurance.

If another unit in the City receives a higher fixed contribution towards health insurance during the term of this MOU, the Firefighters' Union will receive the same higher contribution.

City agrees to provide an annual report to the Union indicating the employees' out-of-pocket expense for health care premiums."

Section III – Article 23. - Retirement Benefits is amended to read as follows:

"The City agrees to maintain membership and to contract with the State of California Public Employees' Retirement System (CalPERS) during the term of this Agreement. The retirement formula will be three percent (3%) at fifty (50).

The plan will have the following additional contract provisions:

Section 20965, Credit for Unused Sick Leave
Section 21573, 1959 Survivor's Benefit, Third Option
Section 20042, One Year Final Compensation

The City will contribute the entire nine percent (9%) of the employees' share of the CalPERS retirement contribution. Effective with the pay period including July 1, 2010 through the pay period that includes July 1, 2013, the City will contribute six percent (6%) of the employee's share of the CalPERS retirement contribution

and the employees will pay the remaining three percent (3%) via payroll deduction.

If another unit in the City is granted section 20692 – Employer Paid Member Contributions during the term of this MOU, the City and Union agree to meet and confer promptly to discuss the potential for the Union funding this benefit during the current MOU.”

Section III – Article 25 – Deferred Compensation is amended to read as follows:

“Effective at the beginning of the pay period following the pay period that includes July 1, 2010, the City will suspend the \$100.00 per month City contribution in matching funds for each employee who participates in a City-sponsored deferred compensation program.

Effective at the beginning of the pay period that includes July 1, 2013, the City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.”

Section VII – Article 51 – Staffing Station Assignments, Out-of-Class Assignments, and Call Back is amended to read as follows:

“I. Administrative Guidelines (AGs) and Standard Operating Guidelines (SOGs)

The AGs and SOGs related to Staffing, Station Assignments, Out-of-Class Assignments, and Call Backs are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to these AGs and SOGs.

II. Minimum Staffing

A. The City agrees that it shall maintain, on a daily basis, a minimum staffing on each Company consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.

B. It is the intention of the City to maintain a minimum of three (3) Companies staffed at all times.

C. This requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member

transporting with an ambulance to the hospital, attending a business meeting, or cross-staffing of auxiliary apparatus such as brush units.

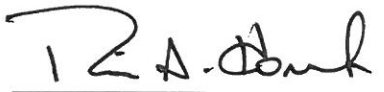
D. A qualified person acting in the required rank may be used to satisfy this requirement as AG #209 defines the qualified positions of Company Officer, Engineer and Firefighter.

E. Temporary short term reductions of said minimum staffing levels can be made after Call-Back procedures following AG and SOG #211 have been exhausted to meet the said minimum staffing levels. The Fire Chief and Union President, or an executive Board member, should be notified via text message, page, or email regarding the minimum staffing reduction."

IN WITNESS WHEREOF, this Fifth Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

City of Rocklin


Rocklin Firefighters' Union Local 3847



Ricky A. Horst, City Manager



Richard Reed, Labor Representative


Richard Holmes, President